

**MISSOULA COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
ADDENDUM**

RFP Title:

Missoula County Public Schools – Wide Area Network

RFP Response Due Date and Time:

**Wednesday, February 3, 2016
3:00 p.m., Local Time**

**Number of Pages: 14 (two additional attachments are
found at <http://www.mcpsmt.org/domain/1290>)**

ISSUING INFORMATION

District Procurement Contact:

Hatton Littman

Issue Date:

Friday, January 15, 2016

**Missoula County Public Schools
Business Building
915 South Avenue
Missoula, MT 59082**

Phone: (406) 728-2400

Fax: (406) 542-4009

Website: www.mcpsmt.org

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

**Missoula County Public Schools
Attention: Hatton Littman
915 South Avenue
Missoula, MT 59802**

Mark Face of Envelope/Package: MCPS WAN RFP

RFP Number:

RFP Response Due Date: February 3, 2016



Forward Thinking, High Achieving.

**This serves as an addendum to the MCPS Wide Area Network RFP.
The remainder of the original RFP is applicable.**

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MCPS answers to each question will be found immediately following the question in blue.

1. Questions submitted by CenturyLink

January 8, 2016

Hatton Littman, District Contact
915 South Avenue
Missoula, MT 59802
hlittman@mcps.k12.mt.us

Dear Ms. Littman,

CenturyLink appreciates the opportunity to respond to the Missoula County Public School's WAN RFP issued December 10, 2015 (the "RFP"). In compliance with Section 1.5.1 of the RFP, CenturyLink requests the following additions and exceptions to County's Standard Terms and Conditions:

1. Appendix 1: Standard Terms and Conditions, pg 37—CenturyLink takes exception to the Indemnification provision contained in the County's Standard Terms and Conditions. CenturyLink's policies and procedures require that any indemnification provisions be mutual between the parties and limited to third party claims arising out of personal injury, death or property damage. As Missoula County Public Schools has previously agreed to our indemnification language, CenturyLink offers the following:

Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party unless otherwise stated in a CenturyLink QC Service Exhibit or Tariff. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

MCPS will consider mutual indemnification language and anticipates it will be negotiated during contract negotiations with the top awarded offer.

2. Appendix 1: Standard Terms and Conditions, pg 39—CenturyLink requests deletion of the Liquidated Damages provision contained in the County's Standard Terms and Conditions. Since liquidated damages are normally imposed on project-type services (i.e. construction), CenturyLink does not believe that liquidated damages are appropriate to the communications services proposed. CenturyLink's policies and procedures prevent CenturyLink from agreeing to Liquidated Damages unless reasonable and appropriate under the circumstances.

The District may suffer loss if the work to be performed as provided herein is not completed on the dates agreed by the parties.

MCPS is requesting the liquidated damages provision due to the fact that our current contract for transport fiber ends on June 30, 2016. MCPS will suffer if services cannot be provided on the dates scheduled in the proposal and awarded contract. The schedule for start dates will be part of the negotiated contract based on dates provided in the proposals from the top awarded offer.

3. Appendix 1: Standard Terms and Conditions, pg 39—CenturyLink requests deletion of the Intellectual Property provision contained in the County’s Standard Terms and Conditions. Intellectual property issues normally arise when the services include development of a custom solution, rather than only standard service offerings. CenturyLink does not intend to propose a custom solution and so believes that the Intellectual Property provision is irrelevant to the services currently requested.

MCPS would accept this deletion. This will be finalized in contract negotiations with the top awarded offer.

4. Appendix 1: Standard Terms and Conditions, pg 40—CenturyLink requests replacement of the Warranties provisions contained in the County’s Standard Terms and Conditions. As Missoula County Public Schools has previously agreed to our warranty language, CenturyLink offers the following:

Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS.” CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

MCPS will not waive this provision. The minimum requirements for warranty are provided in the standard terms and conditions.

5. Appendix 1: Standard Terms and Conditions, pg. 37—Insurance. CenturyLink requests replacement of the Insurance provision contained in the County’s Standard Terms and Conditions with the below redlined version.

INSURANCE: The Contractor shall obtain and maintain Insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Contractor's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission.

- a. Workers compensation, disability and other employee benefit claims as required by the State of Montana;
- b. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Contractor’s employees;
- c. bodily injury, sickness, disease or death claims for damages to persons not employed by the Contractor;
- d. personal injury liability claims for damages directly or indirectly related to the persons employed by the Contractor or for damages to any other person;
- e. claims for physical injury to tangible property, including all resulting loss of use of that property, to property other than the Work itself;
- f. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
- g. contractual liability claims involving the Contractor’s obligations under the contract.

The Contractor's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance:

- a. Each Occurrence Limit \$ 1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. Personal and Advertising Injury Limit \$ 1,000,000

Comprehensive Automobile Liability Insurance:

- a. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

~~The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the District. Certificates Evidence~~ of insurance showing required coverage to be in force shall be ~~filed with~~ made available at www.centurylink.com/moi to the District ~~within five (5) days of~~ upon execution of the contract and prior to commencement of work to be performed. The District shall be named as an additional insured on the insurance certificate(s). The Contractor shall notify the District a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided.

The Contractor shall bear the sole responsibility to provide continuing insurance coverage for the duration of this agreement. The District reserves the right to purchase insurance coverage in the limits specified should the policy provided by the Contractor be cancelled during the term of this agreement and withhold payment for said coverage from compensation due the Contractor.

Products and Completed Operations insurance shall be maintained for a minimum period of five (5) year(s) following the expiration of the contract or final payment, whichever is earlier.

Contractors are required to maintain workers' compensation or an independent contractor's exemption covering the Contractor and/or employees while performing work for Missoula County Public Schools in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the District. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Missoula County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, upon expiration.

The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers ~~and shall apply separately to each project or location~~. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

~~Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.~~

~~A certificate Evidence~~ of insurance, indicating compliance with the required coverages, ~~must be provided~~ shall be made available at www.centurylink.com/moi to the Missoula County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, ~~within five (5) days of~~ upon execution of the contract. The

Contractor must notify the District immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

All insurance shall be written on an "occurrence" basis. "Claims Made" insurance coverage is not allowed.

MCPS will accept the removal of "and shall apply separately to each project or location."

MCPS will accept the deletion of this paragraph:

Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

All other elements stated under INSURANCE are required by MCPS.

6. Appendix 1/Section 1.5.1--CenturyLink has attached its Loyal Advantage Agreement, as well as the relevant Service Exhibits, which describe the CenturyLink services offered in response to the RFP. CenturyLink proposes that the parties execute a definitive contract that incorporates both the terms of the Loyal Advantage Agreement and the Standard Terms and Conditions. CenturyLink agrees to negotiate the terms of the Loyal Advantage Agreement and the Standard Terms and Conditions in good faith and in accordance with the exceptions provided herein.

MCPS will review any agreements and contracts during contract negotiations with the top awarded offeror subject to section 1.5.2 of the original RFP.

7. **1.17.2 Term Preclusions.** Offerors should notify the District of any terms within the standard terms and conditions in Appendix A that either preclude them from responding to the RFP or add unreasonable cost. This notification must be made in writing by the deadline for receipt of written inquiries.

--The above exceptions are sought as CenturyLink would need to seek executive authority to accept some terms and depending on the risk associated with the terms/issue, we may not be able to obtain the approvals to accept the term.

The RFP, including the Standard Terms and Conditions, as set forth in the original publication shall apply, except as modified by this addendum.

2. Questions submitted by Blackfoot

MCPS RFP Questions submitted by Blackfoot Telecommunications Group

Section 2.5

- Please clarify the requested physical and logical topology for the leased dark fiber option.
- Please clarify the requested physical and logical topology for the dark fiber option.

Section 2.5 applies to Self-provisioned fiber solutions.

MCPS will review any physical and logical topology provided that the solution meets the requirements for dedicated bandwidth and single fault tolerance resiliency laid out in the RFP.

Section 2.8

- Please clarify the requested physical and logical topology for the lit service option.

MCPS will review any physical and logical topology provided that the solution meets the requirements for dedicated bandwidth and single fault tolerance resiliency laid out in the RFP.

Section 2.5

- Should two bids be provided, one that builds in redundancy and one that doesn't?
(The cost difference will be substantial)

MCPS will review multiple proposals from each offeror. MCPS would use multiple proposals from each offeror in order to demonstrate the cost difference to USAC for the purposes of ERate funding.

MCPS would like to clarify that our intention is to have a resilient network, designed to manage multiple types of traffic on separate circuits.

Section 2.2.8.2

- Do you require separate physical entrances into each school?

MCPS will accept solutions where fiber enters each school property via one physical entrance. This will not affect the overall scoring of proposals.

Section 2.2.5

- Is your desire to build a self-healing ring or is the desire to build a series of redundant point-to-point circuits from each school to the hub site?

MCPS would like to clarify that our intention is to have a resilient network, designed to manage multiple types of traffic on separate circuits. It is our intent that the failure of a connection to a single building does not affect connectivity to any other buildings.

- Do you have space available at the hub site to terminate up to 24 fibers from each school?

YES

Section 2.2.8.2

- Is the bidder to provide fiber termination equipment?

MCPS requires all fiber to be terminated to a new patch panel at the demarcation location within each building.

- If so, please provide specifications and form factor requirements.

MCPS will allow the proposer to specify the rack-mounted fiber patch panel of their choice.

Section 2.2.6

- Is the requirement 6 fibers in each direction from each school to the hub site for a total of 12 fibers, or is the requirement 12 fibers in each direction for a total of 24 fibers from each school?

In 2.2.4, MCPS articulates the requirement for 4 dedicated strands of fiber connectivity from each MCPS facility to the Data Center.

In 2.2.6, MCPS requests pricing for 6, 8, 10 and 12 dedicated strands from each MCPS facility to the Data Center.

The requirement is for 4, 6, 8, 10, or 12 fibers in each direction from each school to the hub for a total of 8, 12, 16 or 24 fibers.

Section 1.17.4

- How will market price be determined?
- Please define “deflates by 10%”? What is the benchmark?
- Can the terms and basis of the criteria of this section be mutually agreed upon by MCPS and the awarded bidder during contract negotiation?

MCPS anticipates that the details in this provision will be negotiated during contract negotiation.

The market price will be determined by the Offeror providing data related to the per Mb price for service to any public agency within a 50 mile radius of Missoula, MT.

The benchmark is the per Mb price for service established in the signed contract and any subsequent annual price reductions. The definition of “deflates by 10%” is any situation where the per Mb price for service to any public agency within a 50 mile radius of Missoula, MT is 10% lower than the price established in the signed contract and any subsequent annual price reductions.

Section 2.6.3.6

- Is the 30 day cancellation notice option only applicable after the initial 5 year term has been completed and renewed?
- Is the intent for MCPS to be able to cancel service at any given time?

The contract termination provision will be part of the negotiation process with the top awarded offeror. MCPS does not intend to terminate the contract unless there is an instance of a breach and reasonable efforts to cure have been unsatisfactory.

-Section 2.6.3.4 and Section 2.6.3.6

- Please clarify the conflicting renewal options of 5 and 10 years.

2.6.3.6 is corrected to reference a 10-year renewal.

Section 2.8.4.4 and Liquidated Damages - Page 39

- Are liquidated damages calculated per day for the entire project or per site, per day?
- Would the bidder's proposal be disqualified if the bidder provides delivery dates that are beyond the requested date of July 1st? For some sites or all sites? Additionally, would liquidation damages apply to any mutually agreed upon delivery dates beyond July 1st, if those dates were missed?

Liquidated damages are calculated per day for the district in aggregate based on any site within the district in which work is not complete and the start date is not met.

MCPS requests that all proposals include start dates that can be met realistically by the offeror.

The liquidated damages provision will apply to any mutually agreed upon delivery dates included in the signed contract that are not met.

Section 1.12 and Unavailability of Funding - Page 40

- In the event the District determines funds are not available, would reimbursement of expenses be guaranteed, from the awarding of the contract to cancellation?

Payment will cover reasonable expenses for work performed specifically for MCPS between the date of final contract execution and the notice of lack of funds. This element can be discussed during contract negotiations with the top awarded offeror.

Section 3.3

- Since we won't have commitments from any Subcontractor(s)/Partner(s) until after the award, can we list potential Subcontractor(s)/Partner(s) that we have done business with in the past?

YES, MCPS reserves the right to approve any change in subcontractors from those stated in the proposal. All subcontractors must meet requirements outlined in the standards terms and conditions.

Appendix 2 and Appendix 3

- Is it your intent to add Big Sky AG Center to the list?

YES, please see information provided in section 2 of this addendum.

Section 2.8.2

- Are you requesting ELINE or ELAN service for Lit Services?

The proposer may offer either service but must describe how their offer meets the dedicated bandwidth and resiliency requirements of the district.

Section 2.2.5

- If ELAN, what speed of NNI at MCPS Business Building (HUB) is required for the Lit Services?

The proposer may provide the NNI speed and must demonstrate how this speed meets the dedicated bandwidth and resiliency requirements of the district.

Section 2.8.1

- Please provide exact Juniper Part number you require for your EX4300.
 - o 1Gig and 10Gig

For 1Gbps: EX-SFP-1GE-LX for distances less than 10km, EX-SFP-1GE-LH for distances greater than 10km

For 10Gbps: EX-SFP-10GE-LR for distances less than 10km, EX-SFP-10GE-ER for distances between 10km and 40km

3. Questions submitted by Charter

I have questions in regards to section 2.8.2. The RFP states that the bandwidth shall be dedicated between each remote site and the Data Center. I want to make sure I'm very clear on this requirement.

- This means there will be 22 Gigabit of aggregate bandwidth at the Data Center coming in from all sites (220Gb if all sites upgrade to 10Gb in 2017), correct? (Not a single 1G or 10G circuit for all locations)

Yes if this is how you are proposing your solution. You will also need to demonstrate how this will be resilient and that this network has single fault tolerance.

- Is it expected that each site is handed off on dedicated interfaces or can we handoff multiple sites on larger interfaces (ie 100Gb with multiple VLANs)?

MCPS will accept handoff on a single larger interface provided that the solution meets the requirement that the loss of a single site or aggregation point does not affect service to any other site.

Question regarding fiber entering the Business Building:

- During the tour, it was mentioned of having diverse fiber into the Business Building. I don't see any reference of that in the RFP. With the topology of our network (hub and spoke) we can provide the service with one fiber path entering the building. Is the mention of having diverse fiber only pertaining to a self-provisioned fiber solution or is it required (or optional) for lit service as well (for redundancy)?

MCPS does not require multiple entry points at the Business Building.

MCPS would like to clarify that our intention is to have a resilient network, designed to manage multiple types of traffic on separate circuits.

Clarifications from MCPS

Clarification of network topology:

It is the long-term goal of MCPS to build a fiber network capable of supporting present and future needs of the district. This network must not only support all data traffic including video based technology, but also have the ability to support IP telephony, security cameras, fire alarms and other safety related traffic. In regards to safety and telephony, it is important this network has the resiliency to ensure that if traffic is lost at one site, it does not affect the rest of the district. We also expect that a potential cut in fiber would have a minimal impact on the entire network as explained below.

Explanations of the preferred network topology is stated in the original RFP and illustrated in the diagram in appendix 4 of the original RFP. MCPS understands the fact that some of the physical locations of buildings makes building resiliency more difficult and potentially cost-prohibitive. As a result, section 2.5.1.2 lists the specific sites that are considered the core of our network (Business Building, Sentinel High School, Lewis and Clark, Russell, Jefferson, C.S. Porter, Big Sky, Hawthorne, Dickinson Life Long Learning Center, Franklin, Willard, Administration Building, Hellgate, Paxson and Washinton). The remaining sites listed in section 2.5.1.2 (Lowell, Rattlesnake, Meadow Hill, Cold Springs, Chief Charlo, Mt. Jumbo, the iConnect Fiber Hotel and now the VoAg Center as part of this addendum) are explained as “spokes” radiating from the core ring. Topology requirements necessary to support needed resiliency and transport speeds are based on these two categories.

In order to support the resiliency needed in regards to IP telephony and technology related to safety, the core “ring” of sites needs to ensure that loss of connectivity on one part of the ring, does not result in data loss for that building. This clockwise/counter-clockwise design is what is found on traditional ring-topologies where each site has dedicated strands entering and exiting each building.

The sites explained above referred to as “spokes” are not expected to have this type of resiliency built in, and we understand that loss of connectivity along the path from the ring to a “spoke” site would result in loss of connectivity to that building.

With regard to transport speed requirements, it is the expectations of MCPS that proposals support the immediate and long-term needs of the district by supplying each site 1GB connectivity in 2016, with pricing to upgrade to 10GB connectivity in 2017. If fiber paths from sites to the Business Building are combined, then the aggregate total of bandwidth must equal or exceed the bandwidth requirement.

The preferred network topology outlined in the RFP and explained above will be used as a method to standardize each proposal. Respondents can design alternative physical and logical topologies that meet the above requirements.

Intended service start date

The existing WAN data transport contract for MCPS ends on June 30th, 2016. As a result, we need to have a solution in place to fit this timeframe. MCPS fully understands the scope of this project makes 100% completion of all sites difficult by that date and requests that respondents include which sites will be completed by July 1st, 2016, and include a scheduled completion date for all remaining sites. This schedule will be confirmed during contract negotiations.

VOAG Center

The VOAG Center has been added to the RFP. This site is located at 3601 South Avenue, Missoula, MT. A site map is included with the location of the existing demarcation point.

Documents provided at pre-proposal conferences

Included in the addendum are building maps for each site (with the exception of Mount Jumbo). These sites include locations for current demarcation locations. All proposals should be based on provided connectivity to these locations in order to standardize proposals. Any changes resulting from bond-related projects can be updated and accommodated for during final contract negotiations.

The following page includes a table of all MCPS building WAN demarcation locations.

See pdf document emailed to all offerers titled MCPS-ALL with Networking.

Please reference the KMZ file titled MCPS.kmz emailed to all offerers who attended a pre-proposal conference.

**MCPS
Network**

Building	Incoming line feed location	Switch Location	Telephone Backboard	Building Penetrations
Administration	Basement	Basement	Basement	
Big Sky	Penthouse Building F	Penthouse Building F	Penthouse Building F	Southeast corner Conduit running up outside wall from south ave
Business	Computer Room	Computer Room	Computer Room	
Chief Charlo	Library AV Room	Library AV Room	Library AV Room	
Cold Springs	AV Room	AV Room	AV Room	
Dickinson	Custodial Closet	Custodial Closet	Custodial Closet	
Franklin	Library	Library, Custodial	Main Office	
Hawthorne	Pipe Chase	Pipe Chase	Pipe Chase	
Hellgate	Rm 315	Rm 315		Coming from behind laundry mat down alley to roof to server room 314
Jefferson	Janitor Storage	Janitor Storage	Janitor Storage	
Lewis & Clark	Janitor Storage	Old Stage Storage, Library	Old Stage Storage, Library	Custodial closet south of server room
Lowell	Janitor Office Basement	Janitor Office Basement	Janitor Office Basement	Modular: out custodial office through wall underground in conduit
Meadow Hill	Penthouse	Penthouse	Penthouse	
Paxson	Office Wiring Closet	Custodial 2nd floor	Office Wiring Closet	
Porter	Server Room	Server Room, Office, Library	Main Office	
Rattlesnake	Main Office	Library Office	Main Office	
Russell	Office Storage	Office Storage	Office Storage	
Seeley-Swan	AV Room	AV Room, Library, Lab	AV Room	Under airport rd along parking lot pavement 90 degree under pavement into custodial/boiler room
Sentinel	Basement	Basement	Basement	Northwest corner about 10 feet in closet to BB
Vo-Ag	Custodial Closet	Custodial Closet	Custodial Closet	
Washington	Elevator Control Room	Server room 2nd floor	Elevator Control Room	
Willard	Office	Office	Office	